FILED
2013 MAY 15 P 4:20
CLERK US DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY ______ DEPUTY

In the United States District Court
for the Western District of Texas

Longino Idrogo } **Libel of Review**

v. }- common law counterclaim in admiralty -
- notice lis pendens and -
- verified statement of right -

Jacob Joseph LEW } Re: God-given unalienable rights in the original estate - Article III; Constitution

SA13CA0407 H

Comes now Longino Idrogo of the FRANCO family making a special visitation by absolute ministerial right to the district court, "restricted appearance" under Rule E(8). Jacob Joseph LEW has been making false claims and this counterclaim and notice lis pendens are now in the "exclusive original cognizance" of the United States through the district court - see the First Judiciary Act of September 24, 1789, Chapter 20, page 77.

Jurisdiction: In international law and according to the law of the land, agents of a foreign principal are required to file any pretended claim in the appropriate district court prior to exercising rights to that claim. The district courts have "exclusive original cognizance" of all inland seizures and this includes vessels in rem (Rule C(3)) such as trust organizations and legal names (Longino I. FRANCO, LONGINO IDROGO FRANCO, Jacob Joseph LEW, Henry Paulson, John Snow etc.)

"...the United States, ... within their respective districts, as well as upon the high seas; (a) saving to suitors, in all cases, the right of a common law remedy, where the common law is competent to give it; and shall also have exclusive original cognizance of all seizures on land,..." *The First Judiciary Act*; September 24, 1789; Chapter 20, page 77. *The Constitution of the United States of America*, Revised and Annotated - Analysis and Interpretation - 1982; Article III, §2, Cl. 1 *Diversity of Citizenship,* U.S. Government Printing Office document 99-16, p. 741.

This fact of protocol - filing a claim in district court according to international law - is beyond dispute and extends into antiquity: "Meanwhile those who seized wreck ashore without a grant from the Crown did so at their peril." *Select Pleas in the Court of Admiralty*, Volume II, A.D. 1547-1602; Introduction - Prohibitions, *Note as to the early Law of Wreck*, Selden Society, p. xl, 1897. Even the IRS recognizes the protocol:

"**Place for filing notice; form**. Place for filing. The notice referred to in subsection (a) shall be filed -- with the clerk of the district court. In the office of the clerk of the United States district court for the judicial district in which the property subject to the lien is situated..." Title 26 U.S.C. §6323.

Jacob Joseph LEW, acting as "City METRO officer – US Governor for the International Monetary Fund" *city* of Washington, *District* of Columbia is agent of a foreign principal, a "foreign state" defined at Title 28 of the United States Codes §1603, and Title 22 U.S.C. §611 the **Division of enforcement** for the **Department of revenue** (for example C.R.S. §24-1-117 [Colorado]) under principal State Governor in convention with METRO organization a.k.a. *Public Administrative Services Headquarters* (PASHQ - signed for example by Edwin C. Johnson by John T. Bartlett; *The Public Papers and Addresses of Franklin D. Roosevelt, The Year of Crisis 1933* Random House p. 21.) The *Department of Revenue* of course being the execution of bankruptcy proceedings against the citizens of the United States since 1933 currently formed "International Monetary Fund" and "World Bank" etc. - the State, City METRO municipal and police powers under United Nations charter law - protected by the same alleged positive law jural society (international treaty) exemptions home rule (of for example, Article VI and Article XX of the *State of Colorado* Constitution, "**Transfer of government.**")

The district court for the Western District of Texas has acquired exclusive original cognizance of this counterclaim for the United States because this is a federal question - a Constitutional matter involving a man on the land complaining about theft and kidnap - Title 18 U.S.C. §§ 661 and 1201 respectively and irregular extradition from the asylum state into the United States custody, treason - Constitution, Article III §3 and Title 18 U.S.C. §2381 by an agent of a foreign principal, creating diversity of citizenship - Title 28 U.S.C. §§1331 and 1333 respectively. The presentments (notification) are arbitrary and capricious clearly implying that if Longino Idrogo fails to comply with the suggested terms there will be "law enforcement" actions by way of inland seizure. Speaking historically, the districts, formed in 1790 for handling the financial obligations of the United States could not come into existence until after formal expression of remedy in the 'saving to suitors' clause (1789) quoted above and codified at Title 28 U.S.C. §1333. The law is paraphrased in the Internal Revenue Codes:

"Form. The form and content of the notice referred to in subsection (a) shall be prescribed by the Secretary. Such notice **shall be valid notwithstanding any other provision of law** regarding the form or content of a notice of lien." Title 26 U.S.C. §6323(F)(3). *emphasis added*

The only excuse for the discretionary authority granted administrative agencies is the judicial oversight demonstrated in this invocation of an Article III court.

Law of the flag: Man is created in the image of God and to reduce a man to chattel against the national debt is an affront to God. Exodus 13:16 and Genesis 1:27.

Cause of action

Respondent's agent Internal Revenue Service is making false claims that Longino Idrogo owes money. This erroneous claim is reflected on the attached Letter 2050 properly Refused for Cause timely. This presumption is erroneous and based upon endorsements of private credit from the Federal Reserve that have never been made in good faith. The subjection to Special Drawing Rights (Paper Gold) is one thing but presuming endorsement of fractional lending practiced outside the scope of lawful money is unlawful and such presumption is defeated by law herein, *nunc pro tunc*. See Title 12 U.S.C. §411; Longino Idrogo is and always would have exercised right to handle lawful money had the option ever been presented in good faith. Any contract based in endorsement is naked and void any consideration; therefore it is invalid. The subject presentment utilized for the claim was regular enough but Longino Idrogo wishes to invoke judicial review "any other provision of law" and nullify any justification for any further such theft action - manifest in actual or threatened kidnap. The presentment(s) upon which the theft is based has been refused for cause timely (considering preparation of proper remedy) and the red ink original refusal for cause has been returned to Jacob Joseph LEW in his copy of the counterclaim and summons. All other copies and the original counterclaim filed with the court have black ink (copy) refusals for cause on the presentment(s).

Verified statement of right

Longino Idrogo owns all property and land free and clear in his or any legal or full name derivative

Stipulation of acceptable answer

The issue is simple. Agents of a foreign principal are required to file their complaint in the appropriate district court prior to exercising any claim against a man on the land. This is international and common law. Jacob Joseph LEW must directly address the validity of the (telephone) certificate of search that clearly shows there have been no claims filed against "Longino Idrogo" or any pseudonym through which Longino Idrogo may be engaged in contract. The court clerk James R. Manspeaker (District of Colorado subsequently replaced by Gregory Langham) obfuscated remedy by denying proper certificates so Jacob Joseph LEW and anyone else for that matter can easily research case history against Longino Idrogo or any legal name. Jacob Joseph LEW may call (210) 472-6550 to conduct searches and of course the Article III judge can research cases in chambers. It is however reasonable to say that if the Jacob Joseph LEW is moving on a valid claim and judgment in the district court then the Jacob Joseph LEW knows what case that is.

The United States is not a party in interest to this action. Any registered attorney responding for Jacob Joseph LEW cannot be a citizen of the United States due to the *de jure* Thirteenth Amendment of the Constitution. A certified copy is attached and fully incorporated into this counterclaim. (The federal judge assigned this case is competent to adjudicate under Article III due to "inactive" status with the State Supreme Court attorney register.) Addressing the certificate of search is the only response that will be considered an answer to this counterclaim. Failure to answer will be met with default judgment for Longino Idrogo according to the notice on the face of the summons.

Stipulation of remedy

The recourse sought is immediate exclusive original cognizance of the United States through the district court. This case is repository for evidence for injunctive relief from any future presentments and theft or kidnap actions from *any* foreign agents or principals. Though the theft/kidnap could be justified by notice and sophistry under the color of law of municipal structure, the proceedings have obviously been under the pretended authority of unconscionable contract and the recourse requested is proper. There is no excuse for the arbitrary and capricious attorney actions - **debt action in assumpsit** - that have confronted good men and women since the Banker's Holiday. Roosevelt implemented a "voluntary compliance" national debt (upon the States by Governor's Convention) but utilized the 1917 *Trading with the Enemy Act* to compel citizens of the United States to comply. The substitution of *citizen of the United States* for the German nationals on this land was against *Stoehr v. Wallace*, 255 U.S. 239 (1921) where the Court clearly expresses "The Trading with the Enemy Act, originally and as amended, is strictly a war measure..." - directly citing the Constitution Article I, §8, clause 11. The war on the Great Depression 1) does not count and 2) would only last the duration of the emergency if it did. Presentments will be treated as described by the following example of clerk instruction:

Longino Idrogo
c/o 210 West Wildwood
San Antonio, Texas.
[78212]

United States District Court
for the Western District of Texas
901 19th Street - A105
Denver, Colorado.
[80294]

Registered mail # RA XXX XXX XXX US

Dear clerk;

Please file this refusal for cause in the case jacket of Article III case 03-XXXX. This is evidence if this presenter claims I have obligations to perform or makes false claims against me in the future. A copy of this instruction has been sent with the original refusal for cause back to the presenter in a timely fashion.

Certificate of Mailing

My signature below expresses that I have mailed a copy of the presentment, refused for cause with the original clerk instruction to the district court and the original presentment, refused for cause in red ink and a copy of this clerk instruction has been mailed registered mail as indicated back to the presenter within a few days of presentment.

_______ *example* ______________________

Presenter's name
Address
Anywhere, State.
[presenter's code]

Registered mail # RA XXX XXX XXX US

Jacob Joseph LEW and all principals and agents are hereby properly notified. There is no governmental immunity to cover "law enforcement officers" who choose to interfere with our rights to the land and violators will be arrested by the U.S. Marshal according to Rule C of the *Supplemental Rules for Certain Admiralty and Maritime Claims*. Jacob Joseph LEW and all principals and agents are left with their remedy:

COURTS OF THE UNITED STATES ... 136. When a seizure has been voluntarily abandoned, it loses its validity, and no jurisdiction attaches to any court, unless there be a new seizure. 10 Wheat. 325; 1 Mason, 361. *First Judiciary Act*, September 24, 1789. *Bouvier's Law Dictionary* 1856.

Upon offense by hostile presentment after the inevitable default by Jacob Joseph LEW (including all agents, principals and any and all offensive presentments), after fair notice by refusal for cause like the above clerk instruction a certificate of exigent circumstances will be issued pursuant to Rule

C(3)(a)(ii)(B) *Arrest Warrant* and the clerk will immediately issue an arrest warrant for Jacob Joseph LEW or named agent or principal to be taken into custody for the violations of law. Presentments of any kind from Jacob Joseph LEW or any agent acting for the bankruptcy of the United States through the District may be considered hostile threat of seizure.

Stipulation regarding character and residential address

The use of a residential address is by right. All 'privileges' associated with postal delivery are compensated, usually prepaid in honestly won U.S. currency. Longino Idrogo is not Pro Se and is not representing himself. The clerk shall not change the name of this suit on the docket from the name on the filing fee receipt. Longino Idrogo retains the unalienable right to hold the district court clerk to the obligations to perform of file clerk for the United States working in the United States Courthouse. This includes the expectation that if and when this cause reaches default judgment against the Jacob Joseph LEW, the default judgment will be filed in full cognizance of the United States and will appear on the docket as "Default judgment for the plaintiff." Longino Idrogo is authorized by fidelity bond to file default judgment in lieu of district court action. Any such judgment will stand on the truth for validity. Any character assassination will activate Instrumentality Rule and pierce the corporate veil of the United States and all agencies. Usage of residential address is non-assumpsit and changes Longino Idrogo's character not in the least:

The privilege against self-incrimination is neither accorded to the passive resistant, nor the person who is ignorant of his rights, nor to one indifferent thereto. It is a fighting clause. Its benefits can be retained only by sustained combat. **It cannot be claimed by attorney or solicitor.** It is valid only when insisted upon by a belligerent claimant in person. Quote from federal judge Lee in *United States v. Johnson et al.* No. 11400, Middle District of Pennsylvania, 76 R. Supp. 538; 1947 U.S. Dist. LEXIS 3057, February 26, 1947. *emphasis added*

The highlighted bold sentence in the above quote admonishes against any clerk action that falsely brands Longino Idrogo Pro Se - to imply that Longino Idrogo is representing himself before the district court. Longino Idrogo is responsible asylum state visiting his judiciary under Rule E(8). If an Article I (active attorney) "judge" is assigned this case or the Article III judge chooses to protect the fiduciary interests of the Bank and Fund, to act as an attorney under Article I, maintain silence. The cash filing fee is fully paid in public money and not in private credit (US notes in the form of Federal Reserve notes). The funds were redeemed lawful money according to the US Supreme Court's interpretation of the Congress' definition from **US v Rickman; 638 F.2d 182**

In the exercise of that power Congress has declared that Federal Reserve Notes are legal tender and are redeemable in lawful money. And, **US v Ware; 608 F.2d 400**

United States notes shall be lawful money, and a legal tender in payment of all debts, public and private, within the United States, except for duties on imports and interest on the public debt.

Any presumptions made about the funds for this filing fee are that Longino Idrogo has already exercised entitlement to redeem any Federal Reserve Bank notes tendered as legal tender for all debts public and private. Furthermore any and all funds discussed have been in redemption of Federal Reserve Bank notes, not endorsement thereof:

"BANKRUPTCY. The state or condition of a bankrupt.
2. Bankrupt laws are an encroachment upon the common law. The first in England was ..."
Bouvier's Law Dictionary 1856.

All testimony will be without immunity - **piercing the corporate veil and Instrumentality Rule.** Longino Idrogo is a man with God-given unalienable rights, one living and regenerate entity of sound mind and body. For some realistic perspective the Credit River Money Decision is attached and fully incorporated into this counterclaim. Jacob Joseph LEW is clearly the debtor and Longino Idrogo is clearly creditor. Longino Idrogo is framing the accusation of fraud by omission in that if Longino Idrogo had known about redeeming lawful money in good faith Longino Idrogo would have been doing so since Longino Idrogo's first paycheck ever!

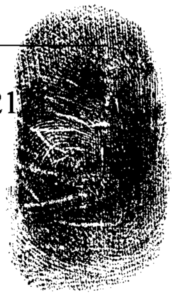
No magistrates

No one may handle this case but an Article III judge. The nature of this cause is injunctive relief, albeit preemptive. Title 28 U.S.C. §636(b)(1)(A) cannot ensue, "...except a motion for injunctive relief..."

attachments fully incorporated:

1) This document I am still waiting on to become available to me. If not made available to me by filing date May 15, 2013 due to irrelevancy or other, this document will not be provided to the court as an exhibit in this document. If it does not become available it will not be entered.
2) presentment from Jacob Joseph LEW on or around 5.13.2013 refused for cause. The red ink original refusal is in the counterclaim served upon Jacob Joseph LEW. The original counterclaim filed in the district court has a copy of each refusal
3) A certified copy of Title 12 U.S.C. §411 published at El Paso County Clerk and Recorder Reception #207015932
4) certified copy of the *de jure* Thirteenth Amendment to the Constitution published at El Paso County Clerk and Recorder Reception #95110459
5) certified copy of the Credit River Money Decision published at the El Paso County Clerk and Recorder Reception #203290555

6) Notice and Demand Title 12 section 411 document
7) One document consisting of 4 pages letter 2050 (Rev. 11-2009)(Lt -16) dated April 29, 2013 Refused for Cause, received May 5, 2013.
8) One photo copy of envelope dated April 30, 2013 , received May 5, 2013.
9) Chase bank withdrawal /Retro-dated 5/2/2013
10) Chase bank withdrawal /Retro-dated 3/25/2013
11) CSA annuity with Demand for Lawful Money 4/1/13
12) CSA annuity with Demand for Lawful Money 4/1/13
13) Veteran disability check with Demand for Lawful Money 3/1/2013
14) Veteran disability check with Demand for Lawful Money 2/1/2013
15) CSA annuity with Demand for Lawful Money 2/1/13
16) Account 869 with Demand for Lawful Money Chase signature card
17) Account 039 with Demand for Lawful Money Chase signature card
18) Account with Demand for Lawful Money 295 2/21/2013
19) BOA with Demand for Lawful Money 5/2/2013
20) if possible a copy of the Withdrawal Slip or Signature Card associated with the $350 US court filing fee has been attached.

c/o 210 West Wildwood
San Antonio, Texas. [7821